

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	May 2, 2023	<input checked="checked" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: an ATM Operating License Agreement (License Agreement) with Guardians Credit Union for the term of June 1, 2022 through May 31, 2025 for automated teller machines placed in the following locations:

- A) Governmental Center, 301 North Olive Avenue, West Palm Beach, FL 33401;
- B) South County Administrative Complex, 501 South Congress Avenue, Delray Beach, FL 33444; and
- C) North County Courthouse, 3188 PGA Boulevard, Palm Beach Gardens, FL 33410.

Summary: In accordance with County PPM CW-O-051 all delegated contracts, agreements, and grants must be submitted by the initiating Department as a receive and file agenda item. This License Agreement has been executed on behalf of the Board of County Commissioners (Board) by the Director of Facilities Development and Operations in accordance with the delegation of authority approved by the Board. This License Agreement commenced on June 1, 2022 and will extend through May 31, 2025, with two (2) extension options of one (1) year each; has no rent or fees; and may be terminated by either party, for any reason, upon thirty (30) days written notice to the other party. Property & Real Estate Management (PREM) will continue to administer this License Agreement. **(PREM) Districts 1 & 7 (HJF)**

Background and Justification: On June 5, 2012, the Board approved a standard ATM Operating License Agreement with the Guardians Credit Union (Credit Union) for installation and operation of automated teller machines in County-owned buildings, and delegated authority to the Director of Facilities Development and Operations to sign and administer the License Agreement, including all amendments and extensions thereof. The current License Agreement (R-2017-0880) expired on May 31, 2022 with no remaining options. This License Agreement is for the term of June 1, 2022 through May 31, 2025 and allows ATMs located in the subject County buildings to continue to be available to County employees and the public who access said buildings. A Disclosure of Beneficial Interests is not required for a standard ATM Operating Agreement with the Credit Union.

Attachments:

1. Location Maps (3)
2. ATM Operating License Agreement

Recommended By:	<i>Rosario C. Aguila Torres</i> _____ Department Director	<i>4/10/23</i> _____ Date	
Approved By:	<i>W. Baker</i> _____ County Administrator	<i>4/25/23</i> _____ Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>-\$0-</u></u>	<u><u>-\$0-</u></u>	<u><u>-\$0-</u></u>	<u><u>-\$0-</u></u>	<u><u>-\$0-</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No X

Does this item include the use of federal funds? Yes _____ No X

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

There is no fiscal impact.

Fixed Asset Number N/A

C. Departmental Fiscal Review: Robert Eric McMillan

Hobom

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Lisa M. ... 4/12/2023
 OFMB JA 4/12
EJW 4-12-2023

Dr. A. Jacobson 4/19/23
 Contract Development and Control
md 4/19/23

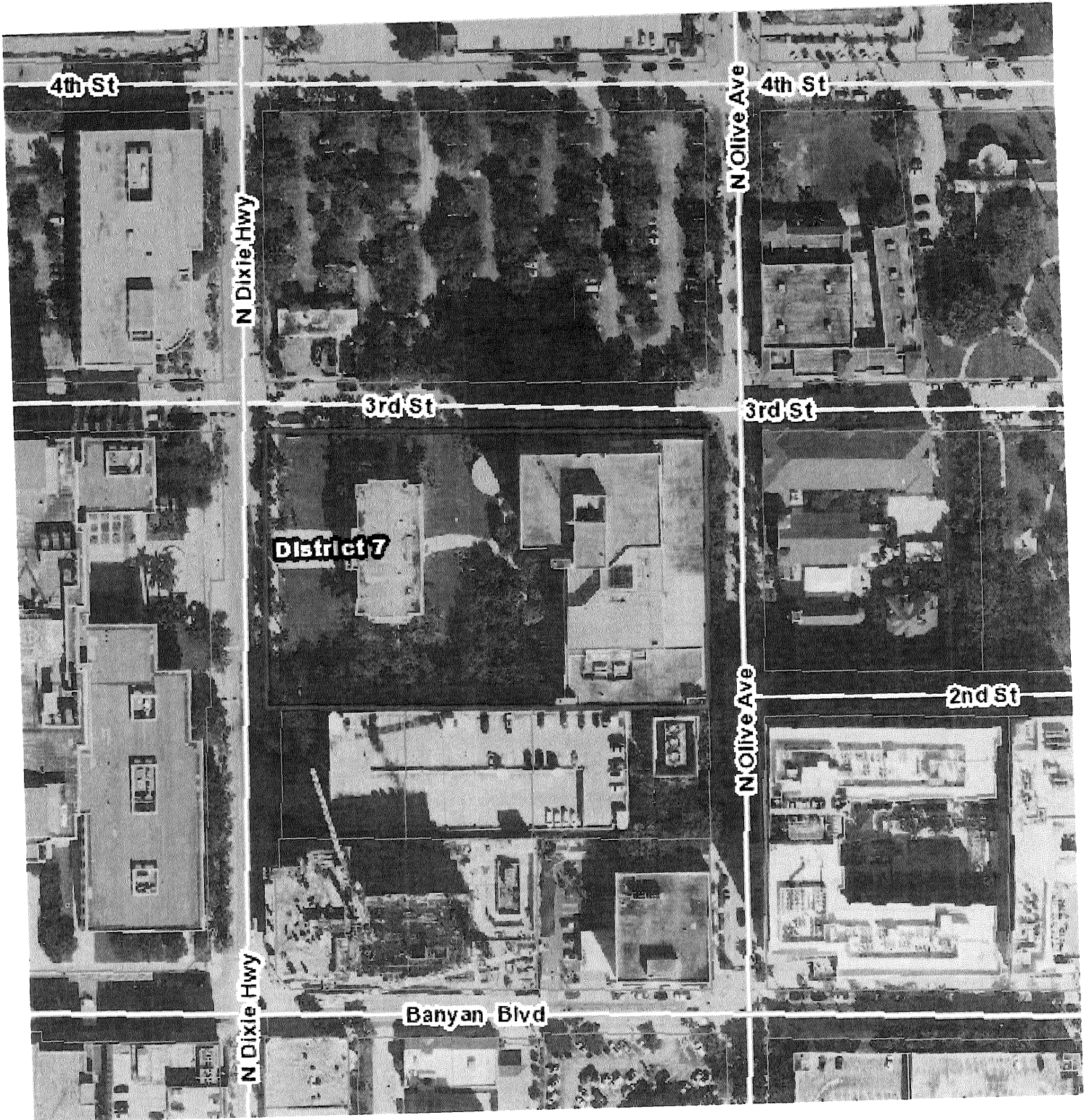
B. Legal Sufficiency:

[Signature] 4/25/23
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.



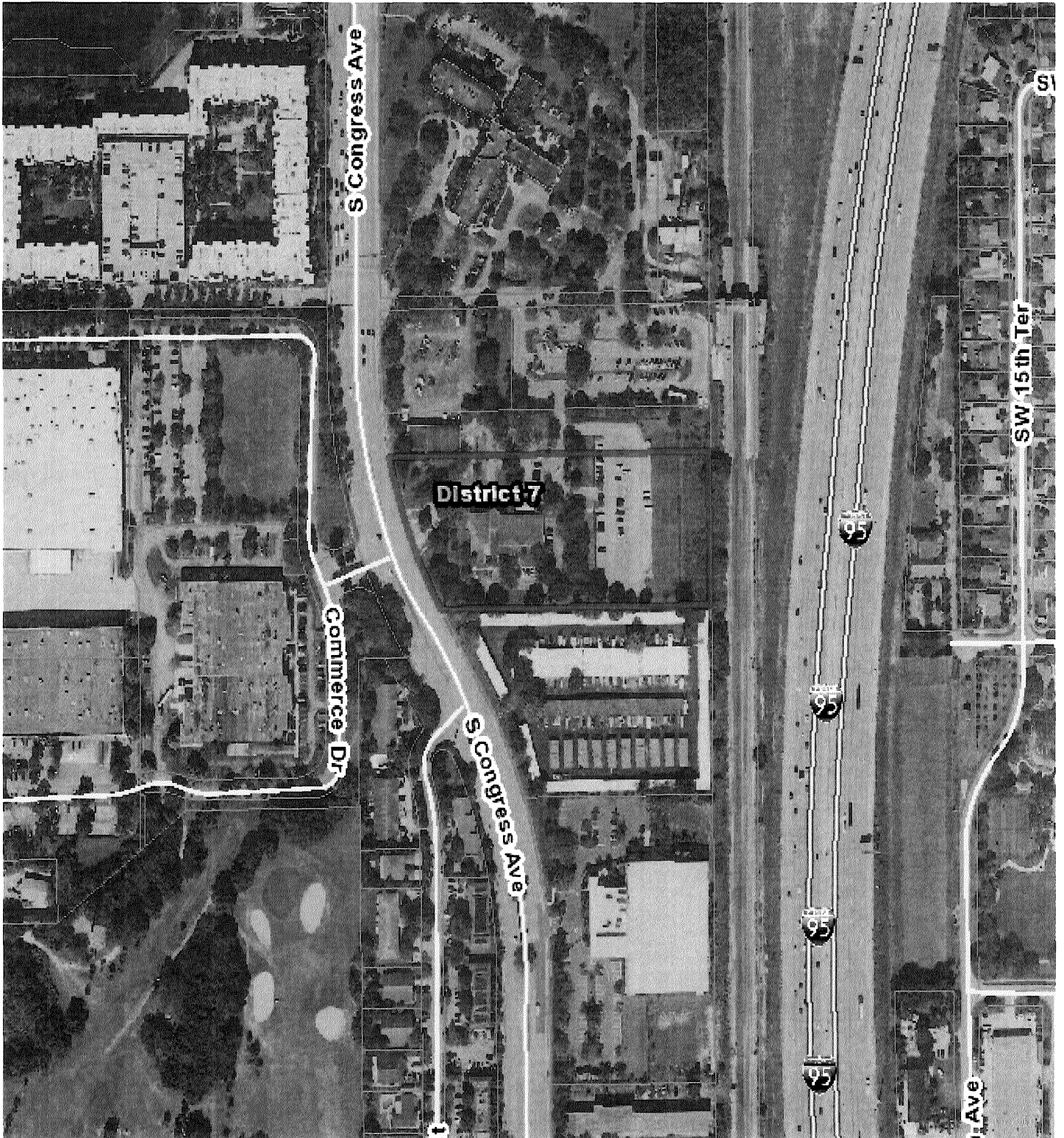
74-43-43-22-12-008-0010

LOCATION MAP

Governmental Center

301 North Olive Ave, West Palm Beach





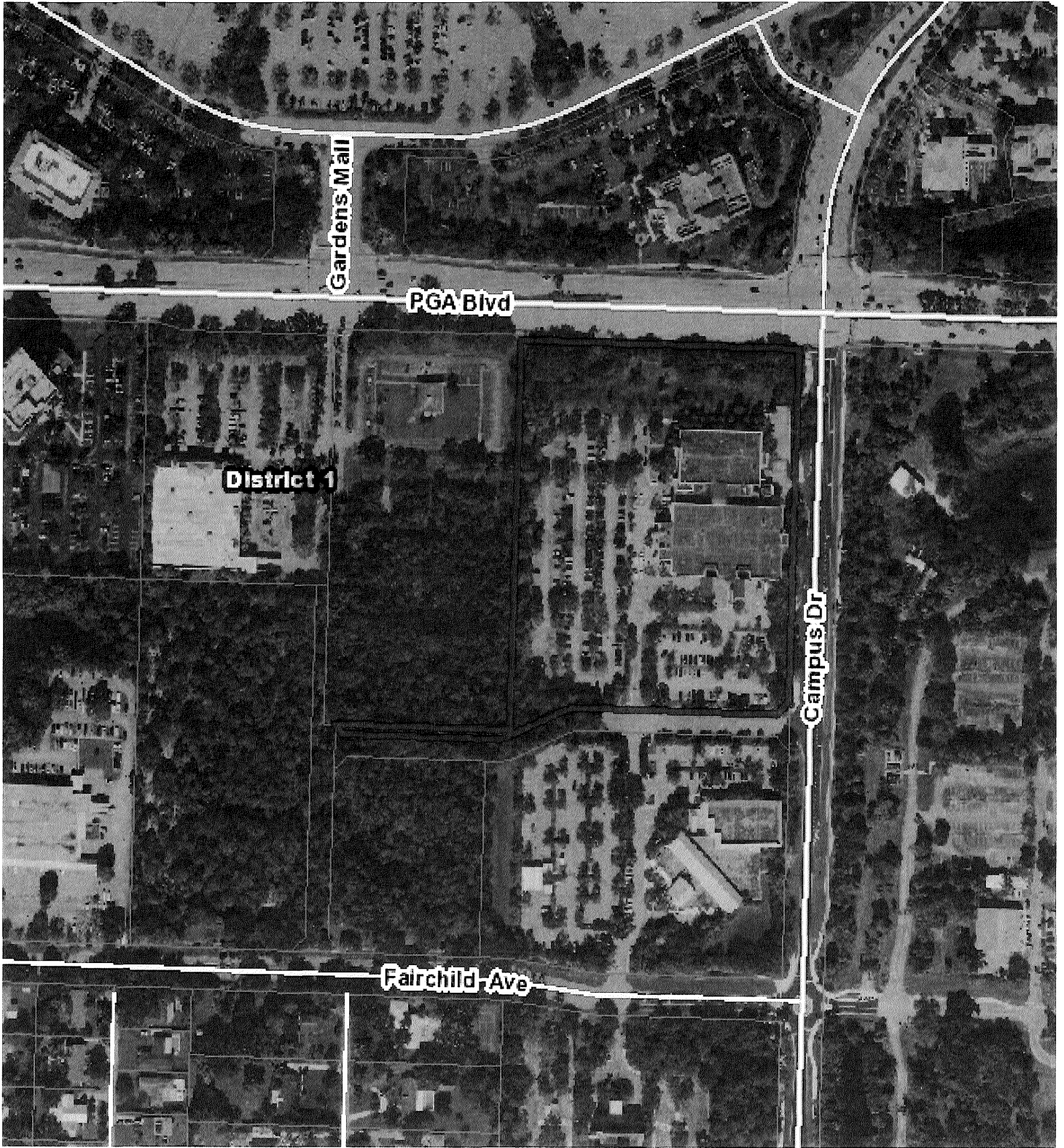
12-43-46-19-00-000-1100

LOCATION MAP

South County Administrative Complex

501 S Congress Ave, Delray Beach





52-43-42-06-24-000-0010

LOCATION MAP

North County Courthouse

3188 PGA Blvd, Palm Beach Gardens



Attachment #2
ATM Operating License Agreement (1 @ 24 pages)

ATM OPERATING LICENSE AGREEMENT

THIS ATM OPERATING LICENSE AGREEMENT (the “Agreement”) is made and entered into April 10, 2023, by and between Palm Beach County, a political subdivision of the State of Florida, through its Board of County Commissioners (the “County”) and the Guardians Credit Union, a not-for-profit financial cooperative owned and operated by its members, who include the employees of Palm Beach County (the “Credit Union”), located at 3469 Summit Boulevard, West Palm Beach 33406, with Florida tax ID #59-0947735.

WHEREAS, the County owns and has improved property known as Robert Weisman Governmental Center located at 301 North Olive Avenue, West Palm Beach, Florida 33401; South County Administrative Complex located at 501 South Congress Avenue, Delray Beach, Florida 33444; and North County Courthouse located at 3188 PGA Boulevard, Palm Beach Gardens, Florida 33410 (collectively the “Premises”); and

WHEREAS, the Tax Collector of Palm Beach County (the “Tax Collector”) has agreed to allow the Credit Union to install, operate and maintain automated teller machines (ATMs) at various Tax Collector branch locations in Palm Beach County through a Letter of Agreement; and

WHEREAS, the Credit Union currently leases ATM space within the Premises for the operation of ATMs which lease expires on May 31, 2022; and

WHEREAS, the Tax Collector and the Credit Union desire to continue to provide ATMs at the Premises; and

WHEREAS, the County is entering into this Agreement in order to implement the intentions of the Tax Collector’s Letter of Agreement; and

WHEREAS, the County has agreed to allow the Credit Union to maintain its ATMs on the Premises for the convenience of County employees subject to the terms set forth below and in the Letter of Agreement and other Exhibits.

NOW THEREFORE, in consideration of the mutual terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Recitals

The recitals contained above are true and correct and incorporated herein by reference.

Section 2 Subject to Letter Agreement

The Credit Union acknowledges that this Agreement and Credit Union’s use and occupancy of the Premises are subject to and governed by a Letter of Agreement (“Letter of Agreement”) between

the Tax Collector of Palm Beach County and the Credit Union, a copy of which is attached as Exhibit "A". The terms of the Letter of Agreement are hereby ratified, confirmed, adopted, and incorporated into and made a part of this Agreement.

Section 3 Term

The term of this Agreement shall commence on June 1, 2022, and shall extend for a period of three (3) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Agreement. County hereby grants to Credit Union, so long as Credit Union shall not be in default of any term, covenant, condition or payment of rent under this Agreement, the right and option to extend the Term of this Agreement for two (2) successive periods of one (1) year each under the same terms and conditions of this Agreement and commencing upon the expiration of the initial Term of this Agreement or any extension thereof. Credit Union shall exercise its option to extend, if at all, by written notice to the County received by the County on or before thirty (30) days prior to the expiration of the initial Term of this Agreement or any extension thereof.

Section 4 Installation and Operation of the ATMs

A. The Credit Union shall install and operate one ATM, the dimensions of which are identified in Exhibit "B", on the Premises in the locations approved by the County specifically identified in Exhibits "C-1, North County Courthouse", "C-2, Robert Weisman Governmental Center", and "C-3, South County Administrative Complex" attached hereto and incorporated herein.

B. All building modifications and connections to building infrastructure, including electrical connections, cable connections, and wall penetrations, are subject to County approval.

C. The Credit Union shall be responsible for and pay all costs associated with the installation, use, maintenance and repair of the ATMs including all costs for telecommunication circuits and service.

D. The Credit Union shall not assess a fee to any user of an ATM unless specifically authorized in the Letter of Agreement.

E. The Credit Union acknowledges and agrees that the ATMs shall only be available for use when the County has the Premises open for business. The Credit Union shall not request the County to allow access to the ATMs after normal operating hours.

F. Any individual user of an ATM who experiences a problem while operating the ATM should contact: (i) the Credit Union if the individual is a member of the Credit Union (561-686-4006, ext. 1114), or (ii) his/her own personal financial institution if the individual is not a member of the Credit Union. The Credit Union shall post this information on or near the ATMs.

Section 5 Repair and Maintenance of the ATMs

The Credit Union shall provide all necessary repair and maintenance to the ATMs. The Credit Union shall balance the ATMs and provide routine maintenance one time per week. The ATMs are self-monitoring and automatically alerts the Credit Union by email when in need of repair. Upon notice from an ATM, the Credit Union shall provide all the repairs necessary to restore the ATM to full operation. Should the need arise to contact the Credit Union regarding repair or maintenance of an ATM, the County shall contact Mary Stark at 686-4006, ext. 1112, or Shannon J. Duran at 686-4006, ext. 1978.

Section 6 Access to Premises

Credit Union employees and subcontractors who are required to enter the Premises, which is a “critical facility” as identified in Resolution R2013-1470, as amended, to perform responsibilities under this Agreement shall comply with the provisions of Ordinance 2003-030, as amended, the Criminal History Records Check Ordinance (“Ordinance”), and all security procedures specific to the site including screening. The Ordinance is attached hereto as Exhibit “D” and by reference made a part hereof.

Section 7 Rules of Premises

Credit Union shall adhere to the Rules that govern the Premises as set forth in the Letter of Agreement.

Section 8 Credit Union Acknowledgements

A. The Credit Union agrees and acknowledges that it has inspected the locations of the ATMs and accepted the locations “As-is”, “Where is” including the current security conditions. The Credit Union acknowledges that there are no security cameras in the areas of the ATMs and there are no plans to install any. In the event security cameras are ever installed in the general areas of the ATMs, such equipment will not ensure the security of the ATMs nor any persons using same. The Credit Union assumes responsibility for any and all claims arising from any and all use of the ATMs. Credit Union fully understands that any Sheriff’s Office law enforcement personnel or County security personnel that might be in or around the Premises for the purpose of security are not responsible for protection of the ATMs. The Credit Union expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the ATMs shall be the sole financial responsibility of Credit Union, and can be installed by the Credit Union only after Credit Union has sought and been granted County approval.

B. The Credit Union shall, at its sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities now in force, or which may hereafter be in force, pertaining to the Credit Union or its use of the ATMs and Premises. The Credit Union shall faithfully observe, in the use of the Premises, all municipal and county ordinances and state and federal statutes now in force, or which hereafter may be in force. The Credit Union shall indemnify, defend

and save County harmless from any and all penalties, fines, costs, expenses, suits, claims and damages resulting from the Credit Union's failure to perform its specified obligations.

Section 9 County Responsibilities

A. The County shall perform, at the expense of the Tax Collector on behalf of the Credit Union, any building modifications or connections to building infrastructure required for the installation or repair of the ATMs including electrical connections and wall penetrations.

B. The County shall provide access to existing telephone lines for the ATMs and pay the costs of the electricity for the ATMs.

Section 10 Indemnification

The Credit Union shall protect, indemnify, defend, and hold the County, its agents, employees and elected officers harmless from and against any and all claims, actions, damages, liability, loss, expense or cause of action related to the ATMs in connection with: 1) loss of life, personal injury and/or damage to or destruction of property arising from or out of any occurrence in, upon, or at the Premises, 2) the occupancy or use of the Premises by the Credit Union, 3) any act, error, or omission of the Credit Union, its agents, contractors, employees, or invitees. In the event the County shall be made a party to litigation commenced against the Credit Union, the Credit Union shall protect and hold the County harmless and pay all costs and attorneys' fees incurred by the County in connection with such litigation and any appeals thereof. This provision shall survive termination or expiration of this Agreement.

Section 11 Insurance

During the entire term of this Agreement, the Credit Union shall keep in full force and effect General Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence combined single limit bodily injury and property damage including coverage for Premises-Operations, Contractual and Product Liability, Independent Contractors, Contractor Liability and Broad Form Property Damage Liability coverage.

Credit Union shall maintain Business Automobile Liability insurance with limits of liability not less than \$500,000 each occurrence for owned, non-owned and hired automobiles. In the event Credit Union has no owned automobiles, the requirement shall be to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. This coverage shall be provided on a primary basis.

The Credit Union shall also keep in full force and effect Workers' Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes.

The Credit Union shall provide Certificates of Insurance prior to the ATMs being placed in service which shall identify Palm Beach County as an Additional Insured to:

Palm Beach County Board of County Commissioners
Insurance Compliance
c/o EBIX, Inc.
PO Box 100085- DX
Duluth, GA 30096
pbcounty@ebix.com

The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Subsequently, the Credit Union shall, during the term of the Agreement, and prior to each renewal thereof, provide such evidence to EBIX at pbcounty@ebix.com or fax (770) 325-0907, which is Palm Beach County's insurance management system. The Credit Union shall provide the Additional Insured endorsement coverage on a primary basis. The certificates shall indicate at least thirty (30) days prior notice of cancellation or adverse material change in coverage.

The Credit Union hereby waives any and all rights of subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Credit Union shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy in which a condition to the policy specifically prohibits such an endorsement or voids coverage for entering into such an agreement on a pre-loss basis.

In no event shall the limits of said insurance policies be considered as limiting the liability of the Credit Union under this Agreement. In the event the Credit Union fails to maintain in full force and effect any insurance coverage required to be obtained, the County shall have the right to terminate this Agreement immediately. Notwithstanding the foregoing, the Credit Union shall defend and hold the County harmless from any loss or damage incurred or suffered by County from the Credit Union's failure to maintain such insurance.

In the event of loss or damage to the Premises and/or any of the Credit Union's equipment, the Credit Union shall look solely to any insurance in its favor without making any claim against the County.

Section 12 Termination

The parties reserve the right to terminate this Agreement for any reason upon thirty (30) days written notice to the other party to this Agreement. Upon termination of this Agreement, the Credit Union shall, at its sole cost and expense, remove all of its equipment and personal property from the Premises and surrender the areas of the ATMs in the same condition as they were upon execution of this Agreement, reasonable wear and tear excepted. In the event the County opts to terminate this Agreement, the County shall not be responsible for the costs to remove the ATMs nor any business damages suffered by the Credit Union and this Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of

such termination. In addition, the County shall have no obligation to identify alternative locations for the ATMs.

Section 13 Non-Discrimination

Credit Union assures and certifies that it shall comply with Title VII of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, gender identity or expression, or genetic information, with respect to their use of the ATMs.

Credit Union has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the Credit Union does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that Credit Union will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

Section 14 Remedies

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 15 Severability

In the event that any section, paragraph, sentence, clause or provision hereof is held, by a court of competent jurisdiction, to be invalid, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 16 Entirety of Agreement

This Agreement and any exhibits attached and forming a part hereof as if fully set forth herein, constitute all agreements, conditions and understandings between the County and the Credit Union concerning the ATMs, their installation and use. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon the County or the Credit Union unless reduced to writing and signed by them.

Section 17 Notices

Any consents, approvals and permissions by the County shall be effective and valid only if in writing. All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5 P.M. on a business day and on the next business day if transmitted after 5 P.M. or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

If to the County at:

Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Fax: (561) 233-0210

If to the Credit Union at:

Guardians Credit Union
Attn: COO
3469 Summit Boulevard
West Palm Beach, FL 33406
Fax: (561) 687-9943

With a copy to:

Mary Stark
3469 Summit Boulevard
West Palm Beach, FL 33406
Fax: (561) 687-9943

Either party hereto may change the address for service of Notices required or permitted hereunder upon three (3) days' prior written notice to the other party.

Section 18 Assignment and Subletting

Credit Union, and its successors and assigns, may not assign, mortgage, pledge or encumber this Agreement in whole or in part, nor sublet or rent, nor enter into any concession or license agreement with respect to all or any portion of the Premises, nor grant any easements affecting the Premises, without written consent of the County, which may be granted or withheld at County's absolute discretion. This provision shall be construed to include a prohibition against any

assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

Section 19 Default

Failure to perform or observe any of the agreements, covenants, or conditions contained in this Agreement to be performed or observed by such party upon five (5) days prior written notice shall constitute a default of this Agreement.

Section 20 No Third Party Beneficiary

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens of Palm Beach County or employees of County or Credit Union.

Section 21 Palm Beach County Office of the Inspector General Audit Requirements

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, as may be amended, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 21 Effective Date of Agreement

This Agreement shall become effective only when signed by all parties (the "Effective Date").

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on the day and year first above written.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Howard Falcon III
Assistant County Attorney

PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, by its Director of Facilities Development & Operations

By: [Signature]
Director
Facilities Development & Operations

WITNESSES:

By: [Signature]
Signature of Witness

By: MARY STARK
Print Witness Name

By: [Signature]
Signature of Witness

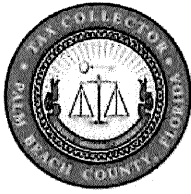
By: Lisa Oliver
Print Witness Name

GUARDIANS CREDIT UNION, a not-for-profit financial cooperative owned and operated by its members who include the employees of Palm Beach County

By: [Signature]
Shannon J. Duran/President

EXHIBIT "A"

LETTER OF AGREEMENT



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.
www.pbctax.com | @TAXPBC

Governmental Center
301 N. Olive Avenue, 3rd Floor
West Palm Beach, FL 33401

Mailing Address
Post Office Box 3715
West Palm Beach, FL 33402-3715

Tel (561) 358-2264 • Fax (561) 358-4123

ATM Letter of Agreement

The Honorable Anne M. Gannon, Tax Collector, Palm Beach County, having consulted with Palm Beach County, agrees to allow Guardians Credit Union to maintain Automated Teller Machines (ATM) at the Tax Collector's Branch locations.

It is further agreed that:

1. Guardians Credit Union agrees to have the sole responsibility of the maintenance and upkeep of the ATM.
2. Guardians Credit Union agrees that the Palm Beach County Tax Collector's Office will incur no costs associated with providing electricity for operation of the machine.
3. The Palm Beach County Tax Collector's Office has the right to ask that the machine be removed at any time within 30 days written notice to Guardians Credit Union at the address listed on this agreement.
4. The Palm Beach County Tax Collector's Office agrees that Guardians Credit Union can keep 50% of any fees charged to the users of the machine.
5. It is agreed that there will be no charge for Guardians Credit Union members and a \$1.00 fee will be charged to non-Guardians Credit Union members.
6. Guardians Credit Union agrees to remit to the Palm Beach County Tax Collector's Office by the 15th of every month 50% of transaction fees collected along with applicable audit report.
7. The Palm Beach County Tax Collector's Office reserves the right to amend the fee arrangement and any other terms upon renewal of this letter of agreement.
8. All correspondence related to this Letter of Agreement should be sent to the following:

Shannon Duran, President
Guardians Credit Union
3469 Summit Blvd.
West Palm Beach, FL 33406

Honorable Anne M. Gannon
Tax Collector, Palm Beach County
301 N. Olive Avenue, 3rd Floor
West Palm Beach, FL 33401

Belle Glade 2979 State Road 15 Parkway South Belle Glade 33430	Central Palm Beach 4215 South Military Trail Greenacres 33463	Downtown West Palm Beach 301 North Olive Avenue West Palm Beach 33401	North County 3188 PGA Boulevard Palm Beach Gardens 33410	South County 501 South Congress Avenue Delray Beach 33445	Westlake 15446 Town Center Westlake 33470
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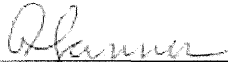
This Letter of Agreement is effective for the following locations:

1. Palm Beach Gardens NE County Courthouse
3188 PGA Blvd
Palm Beach Gardens, FL 33410
2. Delray Beach SE County Administrative Complex
501 South Congress Avenue
Delray Beach, FL 33445
3. West Palm Beach Governmental Center Downtown Branch Office
301 North Olive Avenue, 1st Floor
West Palm Beach, FL 33401



Shannon Duran, President
PBC Credit Union
3469 Summit Blvd
West Palm Beach, FL 33406

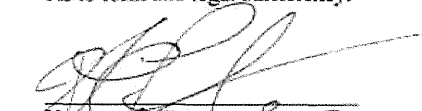
12/14/22
Date



The Honorable Anne M. Gannon
Tax Collector, Palm Beach County
301 N. Olive Avenue, 3rd Floor
West Palm Beach, FL 33401

12-9-22
Date

As to form and legal sufficiency:



Hampton C. Peterson, Esq.
General Counsel
Palm Beach County Tax Collector

12-9-22
Date

EXHIBIT "B"

DIMENSIONS OF ATMs

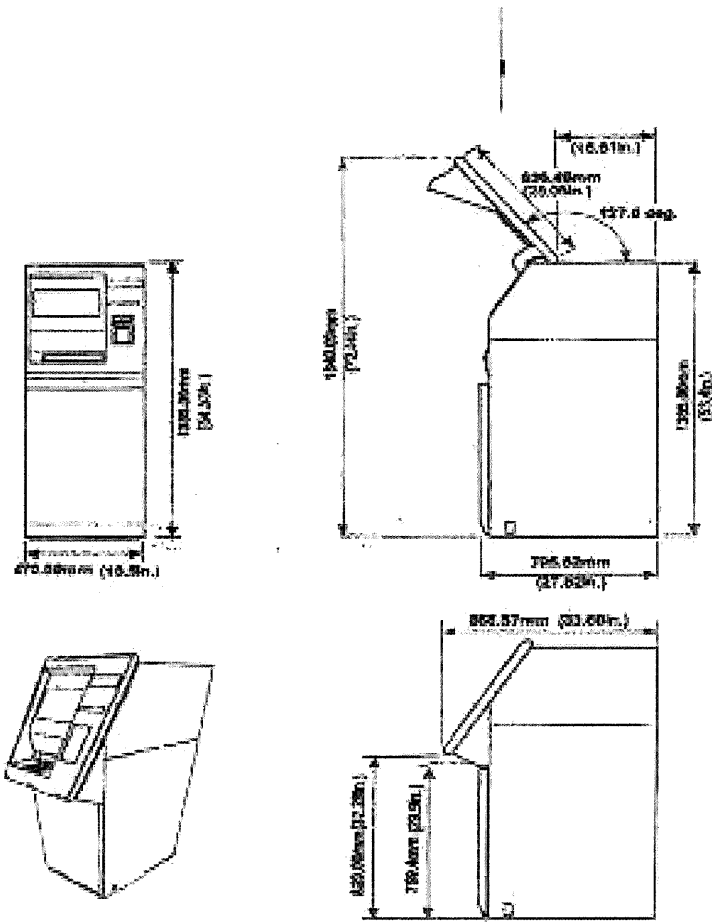
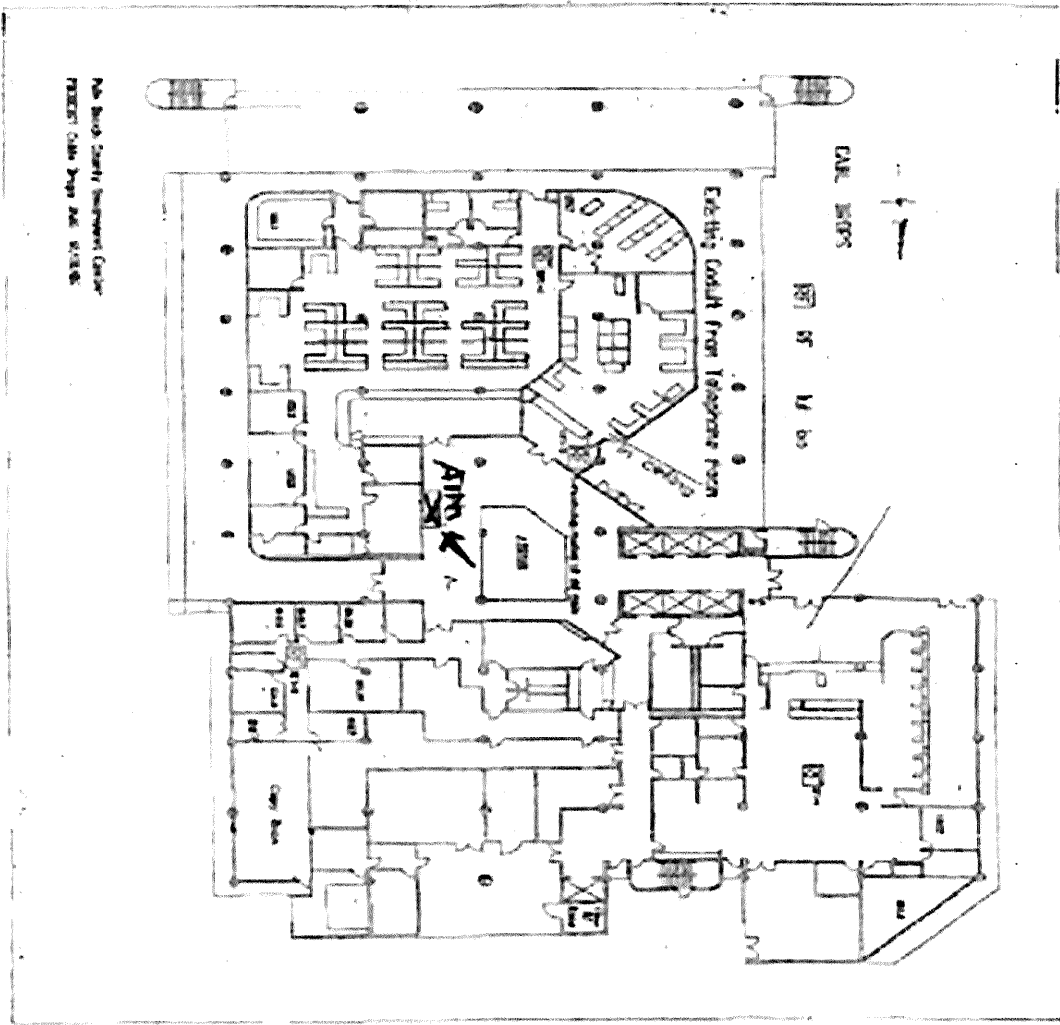


EXHIBIT "C-1"

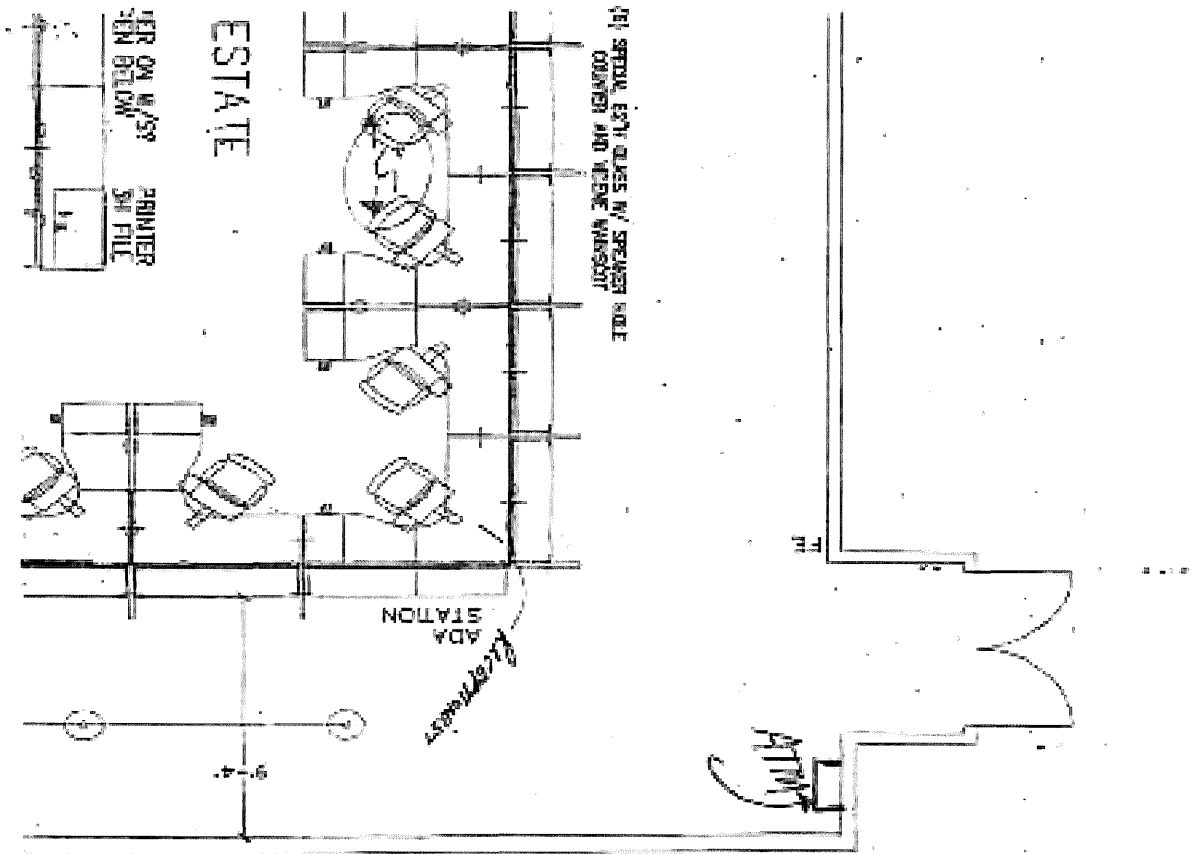
LOCATION OF ATM



**ROBERT WEISMAN GOVERNMENTAL CENTER
301 N. OLIVE AVENUE
WEST PALM BEACH**

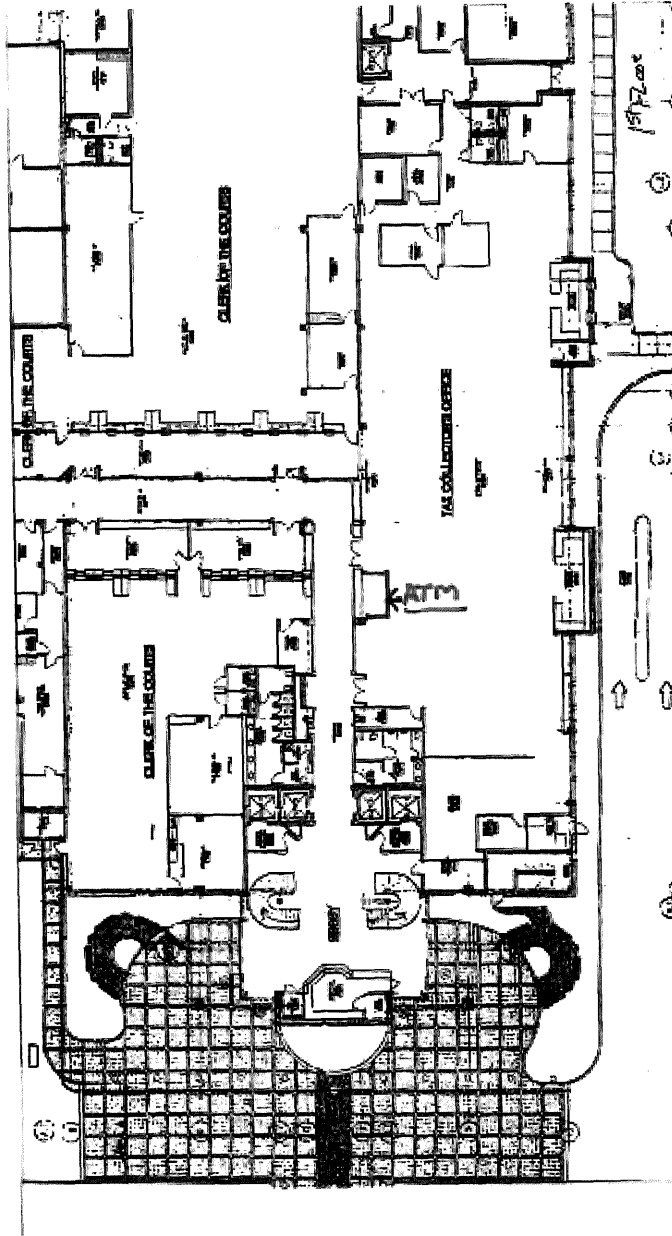
EXHIBIT "C-2"

LOCATION OF ATM



SOUTH COUNTY ADMINISTRATIVE COMPLEX
501 S. CONGRESS AVENUE
DELRAY BEACH

EXHIBIT "C-3"
LOCATION OF ATM



NORTH COUNTY COURTHOUSE
3188 PGA BOULEVARD
PALM BEACH GARDENS

EXHIBIT "D"

CRIMINAL HISTORY RECORDS CHECK ORDINANCE 2003-030, AS AMENDED

Sec. 2-371. Title.

This article shall be known and may be cited as the "Palm Beach County Criminal History Record Check Ordinance."

(Ord. No. 03-030, § 1, 8-19-03)

Sec. 2-372. Authority.

This article is enacted pursuant to the authority vested in the county by F.S. § 125.5801.

(Ord. No. 03-030, § 2, 8-19-03)

Sec. 2-373. Definitions.

[The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

Applicant means the individual who applies for a criminal history record check.

Contractor means any natural person who is not employed by the county and provides or delivers goods or services for, to or on behalf of the county, which shall include, but shall not be limited to, employees and subcontractors of contractors, unpaid contractors or volunteers, vendors, repair persons and delivery persons. "Contractor" shall also mean any non-governmental tenant of a County-owned building, except tenants of County general aviation airports, including the employees and subcontractors of such tenants. The term "Contractor" shall not include any local government, state or federal employees, or any persons employed by any mail, courier, postal or other similar delivery services.

County means the Board of County Commissioners of Palm Beach County and its authorized representatives.

Criminal history record check means a fingerprint-based state and national criminal history record check.

Criminal justice information (CJI) includes the FBI CJIS and FDLE provided data necessary for law enforcement and civil agencies to perform their missions including, but not limited to, biometric, identity history, biographic, property and case/incident history data.

Criminal justice information facility (CJI facility) means any facility or portion thereof owned or leased by the county which houses CJI and which is determined by resolution of the Board pursuant to section 2-374 of this article to be critical to the security of CJI.

Criminal justice information services division (FBI CJIS) means the Criminal Justice Information Services Division of the FBI responsible for the collection, warehousing, and timely dissemination of relevant CJI to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies.

Critical facility means those facilities or areas owned, operated or leased by the county that have been determined by resolution of the Board to be critical to security or public safety pursuant to section 2-374 of this article.

Disqualifying criminal offense with respect to access to a critical facility means a conviction of or a plea of nolo contendere or guilty to any of those criminal offenses listed in Appendix A to this article in any jurisdiction during the ten (10) years prior to the date of the criminal history record check. Notwithstanding

the foregoing, any conviction for which a full pardon has been granted or any adjudication of delinquency shall not be considered a disqualifying criminal offense.

Disqualifying criminal offense with respect to access to a CJI facility means any of those offenses identified in Appendix B to this article and as determined by the Criminal Justice Information Services (CJIS) Security Policy, version 5.2, dated August 9, 2013, as may be amended and updated from time to time.

Existing contractor means a contractor who required access to a CJI facility prior to the effective date of the ordinance from which this article is derived (October 30, 2013) and will continue to require access to the CJI facility after the effective date of the ordinance.

Facilities development and operations means the facilities development and operations department of the county.

Federal Bureau of Investigation (FBI) means the Federal Agency established in Title 28 of the United States Code (U.S. Code), Section 533.

Florida Department of Law Enforcement (FDLE) means the Florida agency created by F.S. § 20.201 which serves as the central repository of criminal justice information for the State of Florida and operates under the authority of F.S. § 943.05 and Chapter 11C, F.A.C.

New contractor means a contractor who will require access to a critical facility or a CJI facility for the first time on or after the effective date of the ordinance from which this article is derived (October 30, 2013).

Sheriff's office means the Palm Beach County Sheriff's Office.

State attorney's office means the State Attorney of the 15th Judicial Circuit.

Volunteer means a person who is providing or donating goods or services for, to, or on behalf of the county or for any local government, state or federal agency or office.

(Ord. No. 03-030, § 3, 8-19-03; Ord. No. 08-007, § 1, 3-11-08; Ord. No. 2013-023, § 3, 10-22-13)

Sec. 2-374. Facilities determination.

- (a) The board shall identify critical facilities by resolution including those facilities or areas owned, operated or leased by the county that the board determines to be critical to security or public safety which resolution may be amended, replaced, or supplemented by the board from time to time.
- (b) The board shall identify CJI facilities by resolution including those facilities or areas owned, operated or leased by the county that the board determines to be critical to the security of CJI which resolution may be amended, replaced, or supplemented by the board from time to time.

(Ord. No. 03-030, § 4, 8-19-03; Ord. No. 2013-023, § 4, 10-22-13)

Sec. 2-375.1. Criminal history record checks for critical facilities.

- (a) All contractors shall be required to undergo a criminal history record check conducted by or on behalf of the county in order to retain or be granted unescorted access to any critical facility. New contractors shall be required to undergo a criminal history check prior to being granted unescorted access to any critical facility. Any contractor found to have a disqualifying criminal offense or who fails to provide the information necessary to complete a criminal history record check shall, when acting in his or her capacity as a contractor for or on behalf of the county, be denied access to critical facilities or be required to be accompanied by an escort designated by the county in critical facilities. Any contractor found to have an arrest for any offense involving juveniles shall, when acting in his or her capacity as a contractor for on behalf of the county, be denied access to critical facilities where children are located including aquatic centers, Head Start facilities, community centers and the High Ridge Family Center. Any contractor found to have an arrest for any offense involving animals shall, when acting in his or her capacity as a contractor for or on behalf of the county, be denied access to critical facilities where

animals are located including animal care and control facilities. The decision of whether to deny access or require an escort in critical facilities shall be at the discretion of the county.

- (b) Prior to an applicant submitting a request for a criminal history record check for access to a critical facility, the county shall notify each applicant to be fingerprinted that his or her fingerprints will be sent to the state department of law enforcement for a state criminal history record check and to the Federal Bureau of Investigation for a national criminal history record check.
- (c) The county shall notify any applicant found to have a disqualifying criminal offense in writing that he or she has been found to have a disqualifying criminal offense and will be denied access to critical facilities or be required to be accompanied by an escort designated by the county in critical facilities unless the contractor provides the county with verifiable evidence that he or she does not have a disqualifying criminal offense. The notification shall also state that the contractor has the right to (1) obtain a copy of his or her criminal history records; (2) to challenge the completeness and accuracy of the criminal history records pursuant to state and federal law; and (3) to request a correction, change or update to the criminal history records pursuant to state and federal law. The written notification, sent by certified mail, shall not include specific information regarding the contractor's criminal history records or the nature of the disqualifying criminal offense. The county shall verify the identity of the contractor prior to releasing the criminal history records to the contractor.
- (d) The county shall notify any applicant found to have an outstanding warrant in writing by mail. The notification shall identify the jurisdiction of the outstanding warrant so that the applicant may make arrangements to address the outstanding warrant. The county shall also notify the jurisdiction which issued the warrant that the warrant appeared on the criminal history record check of the applicant.
- (e) The county shall notify any applicant in writing found to have a prior arrest, without a disposition on record, for the criminal offenses on Appendix A to this article. If the arrest still has no disposition six (6) months after the date of the notice to the contractor, the contractor shall be denied access to critical facilities or be required to be accompanied by an escort designated by the county in critical facilities until the contractor provides the county with verifiable evidence that the prior arrest has been resolved without a conviction or plea of nolo contendere or guilty to any of the criminal offenses listed on Appendix A to this article.
- (f) The county administrator shall establish procedures for the implementation of this article, which may include, but shall not be limited to, procedures for obtaining and processing criminal history record check information for critical facilities, standardizing information to be included in solicitations, procurement documents and contracts issued by the county, and notifying contractors of the requirements of this article.
- (g) Notwithstanding any provision of this article to the contrary, the access restrictions set forth in this article shall only apply when a person is acting in his or her capacity as a contractor for or on behalf of the county.
- (h) Nothing in this article shall be construed as prohibiting or preventing the county from conducting any other background screening that the county may lawfully undertake.

(Ord. No. 03-030, § 5, 8-19-03; Ord. No. 08-007, § 2, 3-11-08; Ord. No. 2013-023, § 5, 10-22-13)

Sec. 2-375.2. Criminal history record checks for CJI facilities.

- (a) The sheriff's office shall be the implementing office for conducting criminal history records checks on contractors when the access requirement is a CJI facility. All criminal history records checks conducted for this purpose of unescorted access and pursuant to this article shall be made according to the Criminal Justice Information Services (CJIS) Security Policy, version 5.2, dated August 9, 2013, as may be amended and updated from time to time.
- (b) All existing contractors and all new contractors shall be required to undergo a criminal history record check conducted by the sheriff's office in order to retain or be granted unescorted access to any CJI facility.

- (c) Any applicant found to have a disqualifying criminal offense, or who fails to provide the information necessary to complete a criminal history record check, shall be denied access to CJI facilities or be required to be accompanied by an escort designated by the sheriff's office. The decision of whether to deny access or require an escort in CJI facilities shall be at the sole discretion of the sheriff's office.
- (d) The sheriff's office, in conjunction with FDLE when required and/or determined to be appropriate by the sheriff's office, shall have the ability to review any misdemeanor conviction, pending charge/arrest and/or warrant to determine applicability of the conviction, charge and/or warrant to the access being requested. The sheriff's office, in its sole discretion, may grant access to, or provide for continued access, depending on the facts presented. There is no review of a disqualifying criminal offense involving a felony.
- (e) The sheriff's office shall establish procedures for the implementation of its responsibilities pursuant to this article, including but not limited to, procedures for processing and obtaining criminal history record check information, procedures for notifying applicants who are found to have disqualifying offenses, procedures for presenting verifiable evidence that a contractor does not have a disqualifying offense, and procedures for notifying potential contractors of the requirements of this article.
- (f) Notwithstanding any provision of this article to the contrary, the access restrictions set forth in this article shall only apply when a person is acting in his or her capacity as a contractor for or on behalf of the county.
- (g) Nothing in this article shall be construed as prohibiting or preventing the sheriff's office from conducting any other background screening that the sheriff may lawfully undertake.

(Ord. No. 2013-023, § 5, 10-22-13)

Sec. 2-376. Alternative compliance.

A contractor shall be exempt from the requirements of this article if:

- (1) The contractor is subject to and in compliance with the criminal history record check requirements of Title 49 Code of Federal Regulations Part 1500 et al., as may be amended from time to time or any successor regulation or other federal regulation establishing criminal history record check requirements for public-use airports; or
- (2) The contractor is subject to and in compliance with the criminal history record check requirements of this article for access to CJI facilities if the access requirement is for critical facilities; or
- (3) The contractor is subject to and in compliance with the criminal history record check requirements of any other federal, state or local law, which is equal to or more stringent than the requirements of this article; or
- (4) The contractor is required by county procurement policy or document to maintain a Florida Security Guard license "D" or "G" but only for the year that the state performs the criminal history records check and only if the access requirement is for critical facilities, but such contractor must comply in any other year; or
- (5) The person is a volunteer to the Palm Beach County Sheriff's Office, Palm Beach County State Attorney's Office or the Clerk and Comptroller of Palm Beach County's Office and the access requirement is for critical facilities. These volunteers are not considered contractors and are not subject to the requirements of this article.

(Ord. No. 03-030, § 6, 8-19-03; Ord. No. 2013-023, § 6, 10-22-13)

Sec. 2-377. Enforcement.

This article shall be enforceable by all remedies available at law, but shall not be enforced as a misdemeanor in accordance with F.S. § 125.69(1).

APPENDIX A. DISQUALIFYING OFFENSES
IN CRITICAL FACILITIES

1. Carrying a weapon or explosive into building where same is posted as prohibited.
2. Destruction or vandalism to a public buildings or property.
3. Conveying false information and threats.
4. Murder.
5. Assault with the intent to murder.
6. Espionage.
7. Sedition.
8. Kidnapping or hostage taking.
9. Treason.
10. Rape or aggravated sexual abuse.
11. Unlawful possession, use, sale, distribution or manufacture of an explosive, weapon or weapon of mass destruction.
12. Terrorism.
13. Hate crimes.
14. Extortion.
15. Armed or felony unarmed robbery.
16. Distribution of, or intent to distribute, a controlled substance.
17. Felony arson.
18. Felony involving a threat.
19. Felony involving:
 - A. Willful destruction of property.
 - B. Importation or manufacture of a controlled substance.
 - C. Burglary.
 - D. Theft.
 - E. Dishonesty, fraud or misrepresentation.
 - F. Possession or distribution of stolen property.
 - G. Aggravated assault.
 - H. Bribery.
 - I. Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than one (1) year.
 - J. Violence at any public airport.
 - K. Information technology crimes including, but not limited to, unlawful use of protected information or hacking.
20. Conspiracy or attempt to commit any of the criminal acts listed in this Appendix A.
21. Any offense involving animals when the access requirement is a critical facility/area within an animal care and control facility.

22. Any offense involving juveniles when the access requirement is an aquatic center, gymnasium, Head Start facility, community center or High Ridge Family Center.
23. Any felony involving violence.
24. Any offense against a law enforcement officer.

(Ord. No. 03-030, 8-19-03; Ord. No. 08-007, § 3, 3-11-08; Ord. No. 2013-023, App. A, 10-22-13)

APPENDIX B. DISQUALIFYING OFFENSES
IN CRIMINAL JUSTICE
INFORMATION FACILITIES

1. All felonies.
2. All misdemeanors.
3. Any pending charge/and or arrest.
4. Any warrant.

(Ord. No. 2013-023, App. B, 10-22-13)

Secs. 2-378—2-390. Reserved.

EXHIBIT "E"

NON-DISCRIMINATION POLICY

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity or expression, disability, or genetic information.

All companies doing business with Palm Beach County are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, prior to entering into any contract with Palm Beach County. In the event a company does not have a written non-discrimination policy, such company shall be required to check the applicable statement and sign below affirming that their non-discrimination policy is in conformance with Palm Beach County's policy.

Check one:

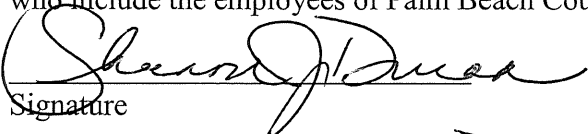
Credit Union hereby acknowledges that it does not have a written non-discrimination policy; however, Credit Union hereby affirms by signing below that its non-discrimination policy is in conformance with the above.

Credit Union hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

Credit Union hereby acknowledges that it has a written non-discrimination policy but said policy does not totally adhere to Palm Beach County's policy; however, Credit Union hereby affirms by signing below that Credit Union will adhere to Palm Beach County's non-discrimination policy.

NOTE: Credit union shall notify Palm Beach County in the event it no longer maintains a non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

GUARDIANS CREDIT UNION, a not-for-profit financial cooperative owned and operated by its Members, who include the employees of Palm Beach County


Signature

Shannon Duran, President
Name / Title (type or print)